

AG Contract No.: KR 00-1989TRN
ADOT ECS File No. JPA 00-152
Project: Interstate 10 (I-10) 010-C-(003)
TRACS: H 5328 01C
Section: Elliot Road - Ray Road

**INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CHANDLER**

THIS AGREEMENT is entered into 13 July, 2001 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF CHANDLER, acting by and through its MAYOR and COUNCIL, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on Interstate 10 within the City's limits at the following location:

On the east side of Interstate 10 within the City's limits, the Project limits are milepost 159.22 to milepost 159.91 south of Ray Road, a net distance of approximately 0.69 miles, as designated in the attached Maintenance Exhibit.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

24757
Filed with the Secretary of State
Filed 07/13/01
Vicki J. Graessle
Secretary of State

II. SCOPE OF WORK

1. The State will prepare to State standards design plans for the landscaping and irrigation construction project and submit them to the City for concurrence.
2. After City concurrence of the plans, the project will be constructed by the State, at State's expense. The State will use color coded irrigation pipe to indicate the presence of reclaimed water, as required by law.
3. The City will provide potable or reclaimed water mains up to or within the State's right of way at the City's expense. Reclaimed water shall be Class A, or better, as defined by Arizona Administrative Code (18 A.A.C. 11, Article 3) proposed May 5, 2000.
4. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense. The City will authorize and pay or waive any water development fees.
5. The City shall furnish all potable or reclaimed water at the design pressures stated in the design plans, to the maximum extent possible for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, at City's expense.
6. Should the City elect to deliver treated reclaimed water instead of potable water, the City shall furnish and maintain any additional equipment and electrical power required by the State to maintain design water pressures, and any equipment deemed necessary by the State to effectively interface with the State's existing irrigation system, all at the City's expense.
7. After construction, the State will maintain the landscaping, irrigation system, and pay for irrigation system electric, all generally within the Control of Access, as designated in the attached Maintenance Exhibit.
8. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control shall meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.
2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by either party at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007

City of Chandler
City Manager
55 North Arizona Place, #301
Chandler, AZ. 85225-5540

7. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

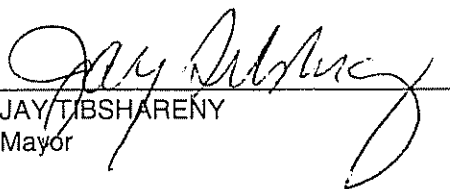
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF CHANDLER,

STATE OF ARIZONA

Department of Transportation

By

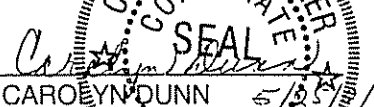

JAY TIBSHAREN
Mayor

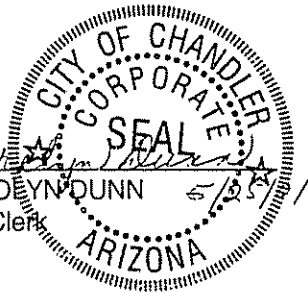
By


CATHERINE J. HEGEL
Contract Administrator

ATTEST

By

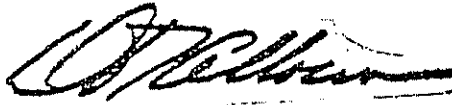

CAROLYN DUNN
City Clerk



RESOLUTION

BE IT RESOLVED on this 30th day of August 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Chandler for the purpose of defining responsibilities for the design, construction and maintenance of landscaping certain areas within the right of way on the east side of Interstate 10 at Elliot Road to south of Ray Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contractor Administrator for approval and execution

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group

for MARY E. PETERS, Director

RESOLUTION NO. 3396

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPE MAINTENANCE WITHIN THE CITY OF CHANDLER LIMITS ON INTERSTATE 10 BETWEEN ELLIOT ROAD AND RAY ROAD.

WHEREAS, it is in the mutual interest of the City of Chandler and the State of Arizona to landscape and maintain certain areas within the right of way of Interstate 10 within the City's limits; and,


WHEREAS, the Arizona Department of Transportation has agreed to design and install landscaping and irrigation in the right-of-way areas of Interstate 10 within the City of Chandler, and to maintain such landscaping and irrigation systems, and to pay for irrigation system electric; and,

WHEREAS, the City of Chandler has agreed to provide potable or reclaimed water mains and water for the landscaping, and to pay or waive water development fees:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, authorizing the City to enter into an agreement with Arizona Department of Transportation for landscape maintenance within the City of Chandler limits on Interstate 10 between Elliot Road and Ray Road.

PASSED AND ADOPTED by the City Council of Chandler, Arizona, this 24th day of May 2001

ATTEST:



CITY CLERK



MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 3396 was duly passed and adopted by the City council of the City of Chandler, Arizona, at a regular meeting held on the 24th day of May 2001, and that a quorum was present thereat.



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

JPA 00-152

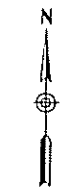
APPROVAL OF THE CITY OF CHANDLER ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF CHANDLER and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 25th day of May, 2001.

Dennis M. O'Neill

City Attorney



DATE	BY	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ME	010-C-1003	3	6	

010 UA 157

AGAVE CENTER

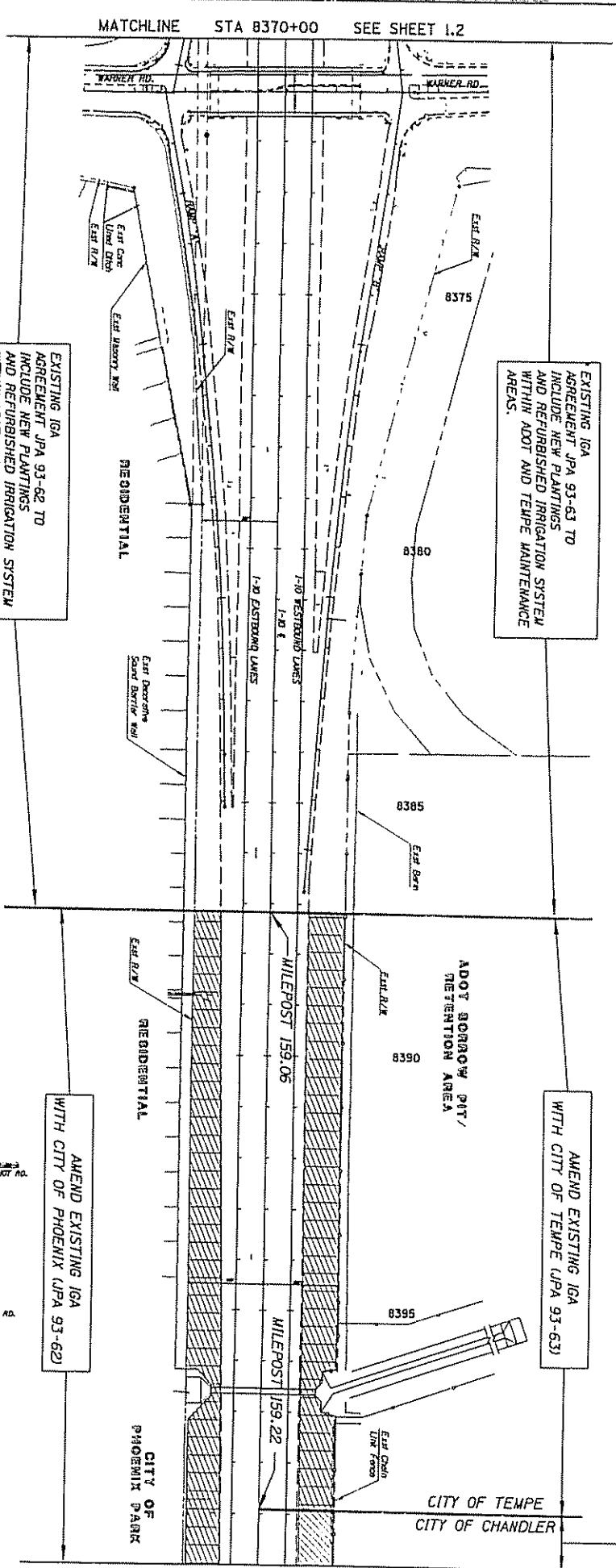
EXISTING IGA AGREEMENT JPA 93-63 TO INCLUDE NEW PLANTINGS AND REFURBISHED IRRIGATION SYSTEM WITHIN ADOIT AND TEMPE MAINTENANCE AREAS.

EXISTING IGA AGREEMENT JPA 93-62 TO INCLUDE NEW PLANTINGS AND REFURBISHED IRRIGATION SYSTEM WITHIN ADOIT AND PHOENIX MAINTENANCE AREAS.

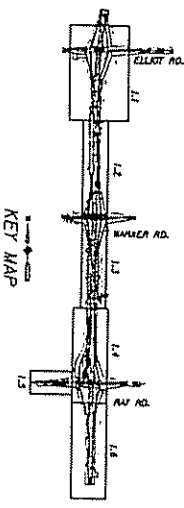
NEW IGA LANDSCAPE MAINTENANCE AGREEMENT WITH CITY OF CHANDLER (JPA 00-152)

AMEND EXISTING IGA WITH CITY OF TEMPE (JPA 93-63)

AMEND EXISTING IGA WITH CITY OF PHOENIX (JPA 93-62)

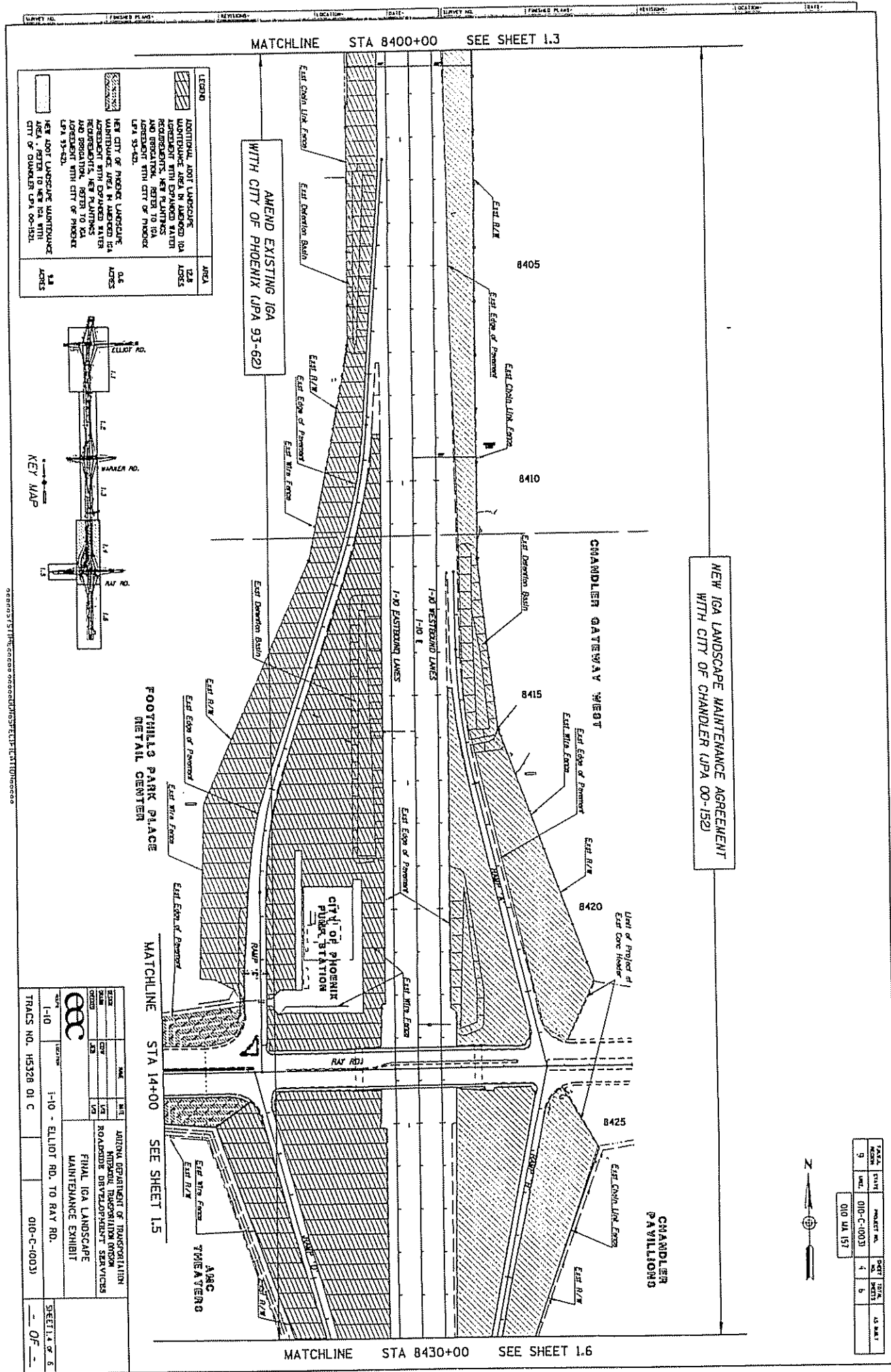


LEGEND	AREA
EXISTING IGA	1.5 ACRES
ADOIT BORROW PIT/RETENTION AREA	0.2 ACRES

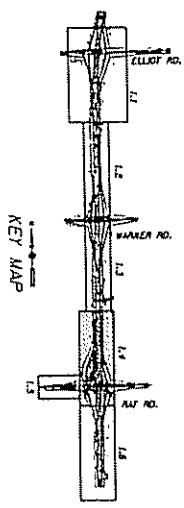


SCALE	DATE	BY	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
1"=100'	03/01/03	ME	010-C-1003	3	6	

010 UA 157



LEGEND	AREA
ADDITIONAL JOLT LANDSCAPE MAINTENANCE AREA IN ADJACENT IGA	12.8 ACRES
ADJACENT WITH EXPANDED WATER REQUIREMENTS, NEW PLANTINGS AND IRRIGATION, REFER TO IGA	0.6 ACRES
ADJACENT WITH CITY OF PHOENIX IGA 33-42L	5.8 ACRES
NEW JOLT LANDSCAPE MAINTENANCE AREA, REFER TO NEW IGA WITH CITY OF CHANDLER IGA 00-152L	



DATE	1-10	1-10 - ELLIOT RD. TO RAY RD.	SHEET 4 OF 5
PROJECT NO.	H5326 01 C	010-C-1003	
DESIGNER	ACC		
CLIENT	JANITA DEPARTMENT OF TRANSPORTATION		
CONTRACT	ROADSIDE DEVELOPMENT SERVICES		
PROJECT	FINAL IGA LANDSCAPE MAINTENANCE EXHIBIT		

NEW IGA LANDSCAPE MAINTENANCE AGREEMENT
WITH CITY OF CHANDLER (IGA 00-152)

DATE	1-10	PROJECT NO.	010-C-1003	SHEET	4	OF	5
DATE	1-10	PROJECT NO.	010-C-1003	SHEET	4	OF	5
DATE	1-10	PROJECT NO.	010-C-1003	SHEET	4	OF	5



NEW IGA LANDSCAPE MAINTENANCE AGREEMENT
WITH CITY OF CHANDLER (IPA 00-152)

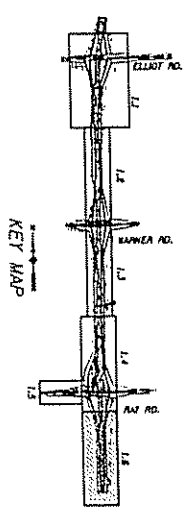
MATCHLINE STA 8430+00 SEE SHEET 1.4

AMC TREATMENT
1-10 MED CST & STA 8435+00
MILEPOST 159.91
END PROJECT NH-010-C-(003)

AMEND EXISTING IGA
WITH CITY OF PHOENIX (IPA 93-62)

CHANDLER PAVILIONS

LEGEND	AREA
	1.3 ADRES
	1.0 ADRES
AMEND EXISTING IGA LANDSCAPE MAINTENANCE AGREEMENT WITH CITY OF PHOENIX AND IGA AGREEMENT WITH CITY OF PHOENIX IPA 93-62	
NEW IGA LANDSCAPE MAINTENANCE AGREEMENT WITH CITY OF CHANDLER IPA 00-152	



AZDA DEPARTMENT OF TRANSPORTATION ARIZONA TRANSPORTATION DIVISION ROADSIDE DEVELOPMENT SERVICES	
PROJECT NO. 010-C-(003)	SHEET NO. 16 OF 6
TRACTS NO. H5328 01 C	



DATE	BY	PROJECT NO.	SHEET NO.	OF
9	010-C-(003)	6	5	
010 IGA 151				



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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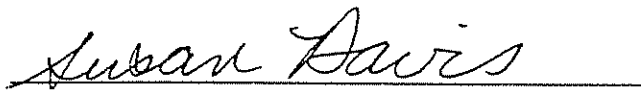
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-1989TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED June 25, 2001.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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